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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

KATHERINE CODY; PATRICIA MOORE;
ROBERT WHARTON; APRIL ANTHONY; LARRY
CABRERA; JOSEPH ROSE; STEPHANIE
RINGSTAD; ALEXANDER WILSON; TAMARA
ROBINSON; PHILLIP LEWIS; AMBER WHITSON;
BOB ANDERSON; CHESTER HILL; DANIELLE
EVANS; DAVID JUSTUS; DONALD BOWEN;
GLENN BACHELDER; JOSEPH WALTER, JR.;
MARC MATTONEN; MICHAEL NELSON;
THOMAS BARNETT; GARY AMAR; JAMES
BAILEY; KRISTOPHER SULLIVAN; LEWANDA
PARNELL; ANTHONY BEAMON; ZUBER AWAD;
CHRIS DUNCAN; JERMAIN COLEMAN; and
ALBANY HOUSING ADVOCATES, a California
non-profit public benefit corporation,

Plaintiffs,

v.

CITY OF ALBANY; ALBANY POLICE
DEPARTMENT; and MIKE MCQUISTON, in his
official capacity as Chief of Police,

Defendants.

CASE NO. 3:13-CV-5270-CRB

**STIPULATED DISMISSAL WITH
PREJUDICE AND ORDER**



Plaintiffs Patricia Moore, Robert Wharton, April Anthony, Joseph Rose, Bob Anderson, Chester Hill, Danielle Evans, David Justus, Donald Bowen, Glenn Bachelder, Joseph Walter, Jr., Marc Mattonen, Michael Nelson, Thomas Barnett, James Bailey, Kristopher Sullivan, Lewanda Parnell, Anthony Beamon, Zuber Awad, Chris Duncan and Jermain Coleman (“Settling Plaintiffs”) and Defendants City of Albany, Albany Police Department and Mike McQuiston stipulate that all claims for relief asserted by Settling Plaintiffs in the First Amended Complaint be dismissed with prejudice, each party to bear its own costs and attorneys’ fees.

Notwithstanding dismissal of this action, Settling Plaintiffs and Defendants stipulate and request that the Court retain jurisdiction to resolve any disputes regarding implementation of the Settlement Agreement executed by the Defendants and the Settling Parties.

DATED: April 29, 2014

KILPATRICK TOWNSEND & STOCKTON LLP

By: /s/ Maureen A. Sheehy

MAUREEN A. SHEEHY

Attorneys for Plaintiffs

DATED: April 29, 2014

EAST BAY COMMUNITY LAW CENTER

By: /s/ Osha Neumann

OSHA NEUMANN

Attorneys for Plaintiffs

DATED: April 29, 2014

HOMELESS ACTION CENTER

By: /s/ Patricia E. Wall

PATRICIA E. WALL

Attorneys for Plaintiffs



1
2 DATED: April 29, 2014

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ORDER

All claims for relief asserted by Plaintiffs Patricia Moore, Robert Wharton, April Anthony, Joseph Rose, Bob Anderson, Chester Hill, Danielle Evans, David Justus, Donald Bowen, Glenn Bachelder, Joseph Walter, Jr., Marc Mattonen, Michael Nelson, Thomas Barnett, James Bailey, Kristopher Sullivan, Lewanda Parnell, Anthony Beamon, Zuber Awad, Chris Duncan and Jermain Coleman in the First Amended Complaint are **DISMISSED WITH PREJUDICE**. Each party shall bear its own costs and attorneys' fees.

The Court retains jurisdiction to oversee compliance with the terms of the Settlement Agreement and to resolve any motions brought to modify such terms. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

IT IS SO ORDERED.

DATED: May 5, 2014

